or permitted to be or remain on duty for a longer period than nine hours in any twenty-four hour period." The defendant's employee was on duty from 7 a. m. until 1:30 p. m. and from 3 p. m. until 5:10 p. m. on the same day, and from 7 a. m. until 3 p. m. on the day following. *Held,* this is not a violation of the statute. *Missouri Pacific R. Co.* v. *United States* (C. C. A.), 244 Fed. 38.

Since the Act was passed to prevent certain evils to which the public ought not to be exposed, the courts construe it liberally to accomplish that purpose. *United States* v. *Great Northern R. Co.,* 220 Fed. 630; *Delano* v. *United States* (C. C. A.), 220 Fed. 635. And the railroad company will not be allowed to circumvent the Act, by employing a man as operator for a certain period, and then shifting him to some kind of work, as to which there is no restriction as to the hours of employment. *San Pedro, etc., R. Co.* v. *United States* (C. C. A.) 213 Fed. 326; *Delano* v. *United States, supra.*

The principal case follows a previous construction of the same Act, in which the Supreme Court held that the twenty-four-hour period should be reckoned from the time that the operator started to work, but that it was not required that the work should be continuous from the time that the operator started to work, and the nine hours might be split up. *United States* v. *Atchison, etc., R. Co.,* 220 U. S. 37. No doubt this construction of the Act has done justice in the cases wherein it has been applied, but whether this liberal and generous interpretation would carry out, in certain possible cases, the purpose of the Statute may well be questioned. For instance, as is pointed out in the dissenting opinion of Judge Stone in the instant case, an operator might begin the twenty-four-hour period at 7 a. m. and work only to 8 a. m., and resume work at 11 p. m. on the same day, finishing the nine hours of work at 7 a. m. on the following day, at which time he might commence his next day's work, with hours from 7 a. m. to 4 p. m. Thus, under this construction he might work for seventeen hours continuously without violating the Act. In view of the fact that the above situation is highly improbable, the holding of the court seems amply justified, because in any event the employee is off duty for thirty hours in every forty-eight hours.

MONOPOLIES—BUSINESS AFFECTED WITH A PUBLIC INTEREST—COTTON GIN. —A company had practical control over the business of cotton ginning in a certain community. The company made a rule by which it refused to gin cotton for customers, unless they would agree in advance to sell their cotton seed to the company. It was sought to enjoin the enforcement of this rule. *Held,* an injunction lies. *Tallassee Oil & Fertilizer Co.* v. *Holloway* (Ala.), 76 South. 434.

A business which affects the public at large is said to be affected with a public interest, and the law may exercise especial control over the conduct of such a business. Thus, the law may compel it to contract with persons indiscriminately. *New York, etc., Exchange* v. *Chicago Board of Trade,* 127 Ill. 153, 19 N. E. 855, 11 Am. St. Rep. 107, 2 L. R. A. 411. Or it may set the maximum charges to be made in certain transactions. *State* v. *Edwards,* 86 Me. 102, 29 Atl. 947. Even though

the public may not have the right to demand services of an insurance company, its business so far affects the public that its rates may be regulated by law. *German Alliance Ins. Co.* v. *Lewis,* 233 U. S. 389, L. R. A. 1915C, 1189.

There is sometimes difficulty in determining whether a particular business is affected with a public interest. It seems generally agreed that the power of eminent domain granted to a company fixes upon it especial duties to the public. *Logan* v. *North Carolina R. Co.,* 116 N. C. 940, 21 S. E. 959. A railroad company is given extraordinary powers in order that it may better serve the public, and is therefore engaged in a business affected with a public interest. *Chicago, etc., R. Co.* v. *Iowa,* 94 U. S. 155. Likewise, where a business amounts to a virtual monoply, as in case of a grain elevator, the legislature may fix its maximum charges. *People* v. *Budd,* 143 U. S. 517.

On the other hand, a cotton warehousing and compressing business, though amounting to a virtual monopoly of the business in a certain community, was held to retain the character of a private business, in the absence of a legislative act. *Ladd* v. *Southern Cotton Press, etc., Co.,* 53 Tex. 172. And there is authority to the effect that the legislature cannot determine the character of a business simply by declaring it to be affected with a public interest. *Tyler* v. *Beacher,* 44 Vt. 648. However, in holding a warehouse business to be affected with a public interest, the United States Supreme Court declared that the law might be extended to meet a new development of commercial progress, where there is no precedent of the same kind of business. *Munn* v. *Illinois,* 94 U. S. 113.

The above principles seem to amply justify the holding in the instant case, especially by considering the analogy between the warehouse and elevator businesses, and the cotton ginning business, in their relation to the public.

NEGLIGENCE — INDEPENDENT CONTRACTOR — LIABILITY TO EMPLOYEE. — A shipper employed an independent contracting stevedore to load his ship. During the progress of the work, an employee of the stevedore was fatally injured by the falling of certain copper plates. The plates fell as a result of a defective pin. Such defect would have been known to the shipowner by the exercise of due care. *Held,* the ship is liable. *The Student,* 243 Fed. 807.

A suit in admiralty against a shipowner to recover for injuries to a stevedore, received on board a ship, is governed by the same principles applicable to negligence as if the injuries had been received on land. *Jeffries* v. *De Hart,* 102 Fd. 765. And an action for negligence can only be maintained by one who is in contractual relation with the negligent party, or where the injury has been caused by the disregard or neglect of some public duty owed to the party injured. *Loop* v. *Litchfield,* 42 N. Y. 351.

Some courts hold that in order that one may recover for injuries sustained from using a defective article or appliance, not dangerous in itself, there must be a privity of contract between the party injured and the party whose negligence is the cause of such defect in the ar-